
Template Call Off Form and Template Call Off Terms for Goods and/or Services (non ICT)

FRAMEWORK SCHEDULE 4

RM1092 LANGUAGE SERVICES ORDER FORM AND LANGUAGE SERVICES CALL OFF TERMS

LOT	DESCRIPTION
Lot 1	Managed Service Provision of Language Services
Lot 2	Provision of Written Translation, Transcription and Ancillary Services
Lot 3	Provision of Telephone Interpreting and Video Language Services Spoken and Non Spoken
	Provision of Non spoken Face to Face and Video Language Services
Lot 4a	Greater London including Overseas
Lot 4b	Southwest England
Lot 4c	Midlands and East of England
Lot 4d	North of England
Lot 4e	Scotland and Northern Ireland
	Provision of Spoken Face to Face Interpreting
Lot 5a	Greater London
Lot 5b	South West England
Lot 5c	South Central England
Lot 5d	South East England
Lot 5e	East of England
Lot 5f	East Midlands
Lot 5g	West Midlands
Lot 5h	Yorkshire & Humberside
Lot 5i	North West England
Lot 5j	North East England (excluding Yorkshire and Humberside)
Lot 5k	Scotland
Lot 5l	Wales
Lot 5m	Northern Ireland
Lot 5n	UK and Overseas

PART 1 –LANGUAGE SERVICES ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement RM1092. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract consists of the terms set out in this Order Form and the Call Off Terms.

DATE 28/04/17

ORDER NUMBER HOS Interpreting Services

FROM **Housing Ombudsman "CUSTOMER"**

Exchange Tower 1, Exchange Square London EC14 9GE

rdcruz@housing-ombudsman.org.uk

Commercial Manager

TO thebigword Group Limited and its subsidiaries **"SUPPLIER"**

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

8th May 2017

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

8th June 2017

End date of Call Off Extension Period

1st June 2020

Services REQUIREMENTS

Housing Ombudsman requires a periodic telephony interpretation service for Ombudsman housing clients who wish to engage the Housing Ombudsman re their social housing complaint which does, or may, fall within the Ombudsman's jurisdiction.

An immediate requirement exists for the provision of a Turkish telephony interpreter at Band 2 qualifications. Date and time of the service provision to be

advised to the Supplier. Further ongoing requirements will be advised as they arise.

1.3 Goods and/or Services required ¹

[In Call Off Schedule 2 (Goods and Services)]

1.4 [Installation Works (Goods only)]

[] ²

1.5 [Packing/Packaging (Goods only)]

[] ³

1.6 [Warranty Period (Goods only)]

[] ⁴

1.7 Location/Sites of Delivery

[] ⁵

1.8 Dates for Delivery of the Goods and/or the Services

[] ⁶

1.9 Implementation Plan

[In Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)] ⁷

1.10 Standards

[In Call Off Schedule 7 (Standards)] ⁸

¹ [Guidance Note: Include a description of the Goods and/or Services required under this Call Off Contract in Call Off Schedule 2 (Goods and Services). Details of all the Goods and/or Services can be found in Part A of Framework Schedule 1 (Goods and/or Services and Key Performance Indicators). When awarding by way of a Direct Award, Call Off Schedule 2 (Goods and Services) should reflect the documentation issued to the Supplier in accordance with paragraph 2 of Framework Schedule 5 (Call Off Procedure). If awarding by way of a Further Competition Procedure, Call Off Schedule 2 (Goods and Services) should reflect the documentation issued to the Suppliers in accordance with paragraph 3.1.3 of Framework Schedule 5 (Call Off Procedure) as refined by the Customer to reflect information (if any) submitted by the successful Supplier during a Further Competition Procedure. For example, if the Customer wanted Suppliers to supplement the Customer's initial requirements by asking award questions about the way in which the Supplier would provide Goods and/or Services, then the Customer should ensure that such responses are incorporated.]

² [Guidance Note: See Clause 10 of the Template Call Off Terms. Insert details of any Installation Works. Leave blank or delete if no Goods are ordered]

³ [Guidance Note: See Clause 9.2.3 of the Template Call Off Terms. Include any specific instructions on how the Goods should be packed/packaged, labelled etc. Leave blank or delete if no Goods are ordered]

⁴ [Guidance Note: See Clause 9.8 of the Template Call Off Terms and insert the length of the Warranty Period. Leave blank or delete if no Goods are ordered]

⁵ [Guidance Note: Include details of where the Goods and/or the Services must be Delivered and any related instructions]

⁶ [Specify the date(s) and the time(s) or time period(s) when the Goods and/or the Services must be Delivered. See also Clause 6.2.3 of the Template Call Off Terms in relation to time of Delivery. Consider if you should make "time of the essence" in respect of any delivery dates]

⁷ [Guidance Note: See Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and the guidance set out therein. Consider if you need an Implementation Plan. An Implementation Plan will not be required for all contracts. The higher the value, complexity or importance of the contract, the more likely that an Implementation Plan should be incorporated]

1.11 Service Levels and Service Credits

[In Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)]⁹

1.12 Critical Service Level Failure

1.13 N/A

[Business Continuity and Disaster Recovery

[In Call Off Schedule 9 (Business Continuity and Disaster Recovery)]¹⁰

[For the purposes of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be *[insert an appropriate period of time]*]

1.14 Performance Monitoring

[In Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)]¹¹

1.15 Security

[In Call Off Schedule 8 (Security)]¹²

1.16 Period for providing the Rectification Plan

[In Clause 38.2.1(a) of the Call Off Terms]¹³

1.17 Exit Management

⁸ [See Clause 11 of the Template Call Off Terms and the definition of Standards. Consider whether you need any additional standards. If necessary, set them out in Call Off Schedule 7 (Standards).]

⁹ [Guidance Note: Key Performance Indicators are included in Framework Schedule 1 (Goods and Services and Key Performance Indicators) and are for the Authority to monitor performance of the Framework Agreement. These are not the same as Service Levels which are a performance management tool for Customers at call off stage and are linked to payment. See Clause 13 of the Template Call Off terms and Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) for further information. If Service Credits are required, populate the Service Levels/Service Credits and the definition of Service Credit Cap in Paragraph 7 of Annex 1 of Part A of that Call Off Schedule. Service Credits will not be required for all contracts. The higher the value, complexity or importance of the contract, the more likely that Service Credits will apply. Also settle the threshold for Customer periodic reviews of Service Levels in Clause 13.6.1 of the Template Call Off Terms]

¹⁰ [Guidance Note: See Clause 15 of the Call Off Terms and Call Off Schedule 9 (Business Continuity and Disaster Recovery). Consider if you require any specific Business Continuity and Disaster Recovery requirements. If so, remove the square brackets and yellow highlighting here and complete Call Off Schedule 9 (Business Continuity and Disaster Recovery). Further, the definition of Disaster will not be made out unless Goods and/or Services are (or reasonably anticipated to be) unavailable for a specified period of time. Please insert the "Disaster Period" where indicated]

¹¹ [Guidance Note: See Clause 19.3 (Performance Monitoring) and Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). If you have specified any additional or alternative monitoring requirements during a Further Competition Procedure, include them in Annex 1 of Part B of that Call Off Schedule]

¹² [Guidance Note: Consider short and long form security provisions in Call Off Schedule 8 (Security) and select the form which is appropriate to your requirements. Include the details of the Parties' security representatives if you select the long form. Include your Security Policy in Annex 1 of Call Off Schedule 8 and the Supplier's draft Security Management Plan (if you have requested one during the Further Competition Procedure) in Annex 2 of Call Off Schedule 8]

¹³ [Guidance Note: See Clause 38.2.1(a) of the Template Call Off Terms and settle the period within which the Supplier should provide a Rectification Plan when the Customer elects to follow the Rectification Plan Process]

[]¹⁴

2. SUPPLIER'S INFORMATION

2.1 Supplier's inspection of Sites, Customer Property and Customer Assets

[In Clause 44.5 of the Call Off Terms and Call Off Schedule 10 (Exit Management)]¹⁵

2.2 Commercially Sensitive Information

[]¹⁶

3. CUSTOMER RESPONSIBILITIES

3.1 Customer Responsibilities

3.2 Customer will arrange client availability and will agree dates with Supplier

4. CALL OFF CONTRACT CHARGES AND PAYMENT

4.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

Charges will be per the BigWord pricing template and payable by call duration at the appropriate rate.

Estimated Year 1 Call Off Contract Charges

N/A

4.2 Undisputed Sums Limit

[For the purposes of Clause 42.1.1 the Undisputed Sums Limit shall be *[insert amount in words]* [£ X]]¹⁷

¹⁴ [Guidance Note: See Clause 44.5 of the Template Call Off Terms and Call Off Schedule 10 (Exit Management). In accordance with the guidance set out in Call Off Schedule 10 (Exit Management), consider refining and/or deleting the Call Off Schedule as per your requirements]

¹⁵ [Guidance Note: See Clauses 2, 30 and 31 of the Template Call Off Terms. Consider if inspection of the Sites by the Supplier is required. Insert any issues raised by the Supplier in respect of any aspects of the Sites, Customer Assets, Customer Property being unsuitable for the provision of the Goods and/or Services and any action which is to be taken in respect thereof]

¹⁶ [Guidance Note: Include any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. This may have been set out in the Supplier's tender. This will be relevant in e.g. assisting the Customer in respect of compliance with FOIA]

¹⁷ [Guidance Note: Under Clause 42.1.1, the Supplier can, in certain circumstances, terminate the Call Off Contract where undisputed sums due are not paid by the Customer. The Customer will not have this right to terminate unless certain conditions are met. One such condition is that the aggregated amount of undisputed sums exceeds the "Undisputed Sums Limit". Please insert an appropriate amount to be the "Undisputed Sums Limit". It is suggested that this be equivalent to one (1) month's average Call Off Contract Charges, unless the Customer believes there are good reasons why this should be some other figure]

SECTION C

5. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS ¹⁸

5.1 Call Off Guarantee

5.2 N/A

[This Call Off Contract will be subject to a Call Off Guarantee]¹⁹

[insert name of Call Off Guarantor]²⁰

5.3 Key Personnel

[In Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and Clause 26 of the Call Off Terms shall apply]²¹

5.4 Relevant Convictions

[Clause 27.2.1 shall apply]²²

5.5 Failure of Supplier Equipment

[Clause 32.8 of the Call Off Terms shall apply. For the purposes of Clause 32.8, the value for X shall be [insert number of Service Failures] and the value for Y shall be [insert number of months]²³

5.6 Protection of Customer Data

[]²⁴

5.7 Testing

[]²⁵

5.8 Limitations on Liability

¹⁸ [Guidance Note: Consider the list of further contractual requirements set out in this paragraph, as indicated in each sub-paragraph and the footnotes therein. Then populate and/or settle this paragraph 5 according to your requirements. Customers placing multiple Orders of the same nature which contain the same requirements may decide to populate/settle this information once and repeat it in respect of future Orders]

¹⁹ [Guidance Note: See Clause 4, Clause 41.5.2 and 44.1 of the Template Call Off Terms. Consider whether the Supplier should provide a Call Off Guarantee on or before the Call Off Commencement Date. If so, stipulate there that the Call Off Contract is subject to a Call Off Guarantee.]

²⁰ [Guidance Note: See Clause 4, Clause 41.5.2 and Clause 44.1 of the Template Call Off Terms. If this Call Off Contract is subject to a Call Off Guarantee then set out the details of the Call Off Guarantor]

²¹ [See Clause 26 of the Template Call Off Terms and include any Key Personnel (and their Key Roles) in Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)]

²² [See Clause 27.2.1. Switch this clause on if you want the Supplier shall ensure that no person with a Relevant Conviction is used in the provision of the Goods and/or Services without Approval]

²³ [Guidance Note: See Clause 32.8 of the Template Call Off Terms. That clause allows the Customer to request the replacement of any Supplier Equipment if it causes 'X' number of Service Failures within 'Y' months. In addition to switching this clause on, please specify the values for 'X' and 'Y']

²⁴ [Guidance Note: See Clause 34.2.3 of the Template Call Off Terms. If required from the outset, specify here the format for the Supplier to supply the Customer Data to the Customer when needed; or make provision in Call Off Schedule 8 (Security Management) and cross refer to it here]

²⁵ [Guidance Note: See Clause 11.6 of the Template Call Off Terms. If Testing is not required delete Clause 11.6 and Call Off Schedule 5: Testing. If Testing is required indicate the broad requirement/s here and then complete Call Off Schedule 5: Testing in detail]

[In Clause 36 of the Call Off Terms] ²⁶

5.9 [Insurance]

[Clause 37 of the Call Off Terms shall apply] ²⁷

[Insert additional Insurance requirements]

5.10 Termination without cause notice period

[The minimum number of days for the purposes of Clause 41.3 of the Call Off Terms shall be [ten10]] ²⁸

6. ADDITIONAL AND/OR ALTERNATIVE CLAUSES ²⁹

6.1 Supplemental requirements to the Call Off Terms

[N/A]

6.2 Amendments to/refinements of the Call Off Terms

[]

6.3 Alternative and/or Additional Clauses (select from Call Off Schedule 14 (Alternative and/or Additional Clauses))

[]

²⁶ [Guidance Note: See Clause 36 of the Template Call Off Terms and consider if the default financial limits of liability set therein are appropriate in respect of your requirements. Customers may stipulate different financial limits as an Alternative Clause (see paragraph 4.5 of Schedule 14 (Alternative and/or Additional Clauses) but cannot materially depart from those set by the Authority at the framework procurement stage. If Alternative Clauses are selected, please refer to them in Paragraph 6.3 of the Template Order Form]

²⁷ [Guidance Note: See Clause 37 of the Template Call Off Terms. If stipulated during a Further Competition Procedure, include your requirements to the Supplier to effect and maintain insurance and any specific minimum insurance policies here or set out in a separate Call Off Schedule if necessary and cross refer to it here]


²⁸ [Guidance Note: See Clause 41.3 of the Template Call Off Terms. Consider if you require a different notice period in respect of termination without cause. If so amend in this section of the Order Form]

²⁹ [Guidance Note: Include any other amendments and/or refinements to the Template Call Off Terms prior to those becoming the Call Off Terms. Paragraph 7.3 of the Template Call Off Form deals with those default Additional or Clauses as set out in Call Off Schedule 14 of the Template Call Off Terms (Alternative and/or Additional Clauses). Customers should state here which ones apply, if any. Paragraphs 7.1 and 7.2 of the Template Call Off Form enable Customers to insert new provisions and amend current provisions respectively. Note that any such additions and/or changes must always be in accordance with the Law and the requirements of Framework Schedule 5 (Call Off Procedure). If you place repeat Orders of the same nature which contain the same requirements, consider creating a customised set of amended and/or refined Template Call Off Terms or a Call Off Schedule containing those amendments or refinements to the existing Template Call Off Terms (including incorporating any Alternative or Additional Clauses from Call Off Schedule 14 (Alternative and/or Additional Clauses)) which you can use with every Order]


7. FORMATION OF CALL OFF CONTRACT

- 7.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services.
- 7.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.
- 7.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.

For and on behalf of the Supplier:

Name and Title	Thebigword Group Limited
Signature	
Date	16/5/2017

For and on behalf of the Customer:

Name and Title	Rosalind D'Cruz Commerical Manager
Signature	
Date	02/05/17